

Exhibit 3

DELPHI

Energy & Chassis Systems

Page 1 of 2

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:

REFER TO CUSTOMER SCHEDULE AGREEMENT
FOR SHIP TO ADDRESS
N/A
N/A OH 45420
USA

SIEMENS VDO AUTOMOTIVE
Boite postale BOITE POST
31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PQ Number 450037637 Date Issued 12/04/2003
Version 12/04/2003 15:15:54

SPOT BUY

Delivery date: 12/04/2003

Vendor No: 1004346
DUNS No: 265916502

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB - Freight Collect

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant	Requester	
00010	22212839	15.000	HP01 DELPHI E & C	PASS BY SALES	
MR RTD CONTROLLER GMX295 Special Drop Ship to Lansing Grand River					
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
12/04/2003	15.000	54,800.00	1,000	PC	822.00
Net Line Item Value					822.00

Total net value USD 822.00

Notes:

This Contract replaces previous contract # --

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routine instructions please contact Menlo Worldwide Logistics at

Purchasing Contact: Shields, Mike

Phone: 937-455-7374

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD,
KETTERING OH 45420

Date and Time Printed: 12/04/2003 15:15:54

DELPHI

Energy & Chassis Systems

Page 2 of 2

SIEMENS VDO AUTOMOTIVE
Boite postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number

450037637

Version

12/04/2003 15:15:54

Date Issued

12/04/2003

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
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Description

Requester

Notes Continued:

800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Project Vega/Supplier Requirements. for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

If the Seller has not received a routing instruction letter from the Buyer's logistics department, please call the Delphi Logistics Help Desk at 1-800-436-6668. (If you are located outside the US you can call the following number: 1-810-743-9211.)

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

DELPHI

Energy & Chassis Systems

Page 1 of 2

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
TROY MI 48098
USA

Purchase Order

PO Number

450037637

Version

12/22/2003 08:29:29

Date Issued

12/04/2003

SPOT BUY

Delivery date: 12/04/2003

ALTERATION

TO REQUIREMENT CONTRACT

Vendor No: 1004346

DUNS No: 265916502

Payment Terms: ZMN2

Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Height Collect

Deliver to:

REFER TO CUSTOMER SCHEDULE AGREEMENT
FOR SHIP TO ADDRESS

N/A
N/A OH 45420
USA

SIEMENS VDO AUTOMOTIVE
Boite postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant
Description	Requester		

00010 22212839 38.000 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMD295
Special Drop Ship to Lansing Grand River
THIS AMENDMENT CHANGES QTY

Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
12/04/2003	38.000	54,800.00	1,000	PC	2,082.40
Net Line Item Value				USD	2,082.40

Total Net value USD 2,082.40

Notes:

This Contract replaces previous contract # --

Purchasing Contact: Shields, Mike

Phone: 937-455-7374

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD.
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

Page 2 of 2

SIEMENS VDO AUTOMOTIVE
Boite postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number
450037637

Version

12/22/2003 08:29:29

Date Issued

12/04/2003

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant	Requester
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Notes Continued:

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Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

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Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

12/19/03 - Alteration to increase target quantity from 15 to 38. kam

DELPHI

Energy & Chassis Systems

Page 1 of 2

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:

REFER TO CUSTOMER SCHEDULE AGREEMENT
FOR SHIP TO ADDRESS

N/A
N/A OH 45420
USA

SIEMENS VDO AUTOMOTIVE
Boite postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number 450037638 Date Issued 12/04/2003
Version 12/04/2003 15:19:01

SPOT BUY

Delivery date: 12/04/2003

Vendor No: 1004346
DUNS No: 265916502

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
00010	22212835	5.000	HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMK245 Special Drop Ship to Bowling Green			
Delivery Date	Scheduled Quantity	Price	Price Unit UOM Value
12/04/2003	5.000	50,650.00	1,000 PC 253.25
Net Line Item Value			USD 253.25

Total net value USD **253.25**

Notes:

This Contract replaces previous contract # --

As a supplier to Delphi Energy & Chassis you must use a Delphi
approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at

Purchasing Contact: Shields, Mike

Phone: 937-455-7374

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD.
KETTERING OH 45420

Date and Time Printed: 12/04/2003 15:19:01

DELPHI

Energy & Chassis Systems

Page 2 of 2

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number

450037638

Date Issued

12/04/2003

Version

12/04/2003 15:19:01

Item No.	Material No/Item Identifier No	Total Order Quantity	Plant
Description			Requester

Notes Continued:

800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

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Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

DELPHI

Energy & Chassis Systems

Page 1 of 2

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
TROY MI 48098
USA

Deliver to:

REFER TO CUSTOMER SCHEDULE AGREEMENT
FOR SHIP TO ADDRESS
N/A
N/A OH 45420
USA

SIEMENS VDO AUTOMOTIVE
Boite postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number 450037638 Date Issued 12/04/2003
Version 12/22/2003 08:29:12

SPOT BUY

Delivery date: 12/04/2003

**ALTERATION
TO REQUIREMENT CONTRACT**

Vendor No: 1004346
DUNS No: 265916502

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No/Item Identifier No.	Total Order Quantity	Plant	Requester	
00010	22212835	13.000	HP01 DELPHI E & C	PASS BY SALES	
MR RTD CONTROLLER GMX245 Special Drop Ship to Bowling Green ***THIS AMENDMENT CHANGES QTY***					
Delivery Date	Scheduled Quantity	Price	Price Unit	UOM	Value
12/04/2003	13.000	50,650.00	1,000	PC	658.45
Net Line Item Value					USD 658.45
Total net value					USD 658.45

Notes: This Contract replaces previous contract # --

Purchasing Contact: Shields, Mike

Phone: 937-455-7374

Fax: 937-455-9133

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
2000 FORRER BLVD,
KETTERING OH 45420

Date and Time Printed: 12/22/2003 08:29:12

DELPHI

Energy & Chassis Systems

Page 2 of 2

SIEMENS VDO AUTOMOTIVE
Boite postale BOITE POST
31036 TOULOUSE CEDEX
FRANCE

Purchase Order

PO Number	Date Issued
450037638	12/04/2003
Version	
12/22/2003 08:29:12	

Item No.	Material No./Item Identifier No.	Total Order Quantity	Plant
113	Description		Requester

Notes Continued

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

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Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

12/19/03 - Alteration to increase target quantity from 5 to 13. kam

DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098
USA**Requirements Contract**

PO Number	Date Issued
550050445	09-Jan-2004
Version	
30-Dec-2005 13:01:08 EST	

Deliver to:*Please deliver to:
See Delivery Schedule*SIEMENS VDO AUTOMOTIVE
Boite postale BOITE POST31036 TOULOUSE CEDEX
FRANCEVendor No: 1004346
DUNS No: 265916502**Payment Terms:** ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- Freight Collect

Item No.	Material No. Description	Plant																																				
00010	22197737 BI-STATE RTD CONTROLLER GMT800	HP01 DELPHI E & C PASS BY SALES																																				
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>01-Dec-2003</td><td>31-Jul-2005</td><td>USD</td><td>56,540.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Aug-2005</td><td>31-Jul-2006</td><td>USD</td><td>53,740.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Aug-2006</td><td>31-Jul-2007</td><td>USD</td><td>43,210.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Aug-2007</td><td>31-Jul-2008</td><td>USD</td><td>41,690.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Aug-2008</td><td>31-Jul-2009</td><td>USD</td><td>40,250.00</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	01-Dec-2003	31-Jul-2005	USD	56,540.00	1,000	PC	01-Aug-2005	31-Jul-2006	USD	53,740.00	1,000	PC	01-Aug-2006	31-Jul-2007	USD	43,210.00	1,000	PC	01-Aug-2007	31-Jul-2008	USD	41,690.00	1,000	PC	01-Aug-2008	31-Jul-2009	USD	40,250.00	1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM																																	
01-Dec-2003	31-Jul-2005	USD	56,540.00	1,000	PC																																	
01-Aug-2005	31-Jul-2006	USD	53,740.00	1,000	PC																																	
01-Aug-2006	31-Jul-2007	USD	43,210.00	1,000	PC																																	
01-Aug-2007	31-Jul-2008	USD	41,690.00	1,000	PC																																	
01-Aug-2008	31-Jul-2009	USD	40,250.00	1,000	PC																																	
This Requirement Contract is for 100% unless otherwise specified.																																						
00020	22212835 MR RTD CONTROLLER GMX245 ***THIS AMENDMENT DELETES ITEM***	HP01 DELPHI E & C PASS BY SALES																																				
	Price increase (\$0.11) (retn. pkg.) eff. 06/14/04																																					
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14-Jun-2004	01-Sep-2004	USD	50,760.00	1,000	PC																																	
This Requirement Contract is for 100% unless otherwise specified.																																						
00030	22212839 MR RTD CONTROLLER GMX295	HP01 DELPHI E & C PASS BY SALES																																				

Purchasing Contact: Thomas, Melvin
Phone: 248-813-4361
Fax: 248-813-4588Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Requirements Contract

PO Number	Date Issued
550050445	09-Jan-2004
Version	
30-Dec-2005 13:01:08 EST	

Item No.	Material No.	Plant
Description		

THIS AMENDMENT DELETES ITEM

Price increase (\$0.28) (retn. pkg.) eff. 06/14/04

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2003	13-Jun-2004	USD	54,800.00	1,000	PC
14-Jun-2004	01-Sep-2004	USD	55,080.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

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Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product.

DELPHI

Energy & Chassis Systems

Page 3 of 3

SIEMENS VDO AUTOMOTIVE
Boîte postale BOITE POST

31036 TOULOUSE CEDEX
FRANCE

Requirements Contract

PO Number

550050445

Version

30-Dec-2005 13:01:08 EST

Date Issued

09-Jan-2004

Item No.	Material No.	Plant
Description		

Notes Continued:

Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECU's described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, 2000 LTC remain in effect.

07/02/04 - Alteration to change price and price validity on Material 22212835 (Item 20) and 22212839 (Item 30). dmp

09/01/04 - Alteration to delete Material 22212835 (Item 20) and 22212839 (Item 30). dmp

02/23/05 - Buyer code changed to Mel Thomas, jdb

DELPHI

Energy & Chassis Systems

Page 1 of 5

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
30-Dec-2005 14:14:13 EST	

Deliver to:

CROWN PACKAGING CORP
1885 WOODMAN CENTER DR
DAYTON OH 45420

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: 223 Currency: USD

Due 2nd day of the third month

Incoterms: FOB-Freight Collect

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Item No.	Material No. Description	Plant
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00030	22208456 MR RTD CONTROLLER GMX222/272	H301 DELPHI E & C KETTERING
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Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010	22212835 MR RTD CONTROLLER GMX245	H301 DELPHI E & C KETTERING
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	48,400.00	1,000	PC

Purchasing Contact: Thomas, Melvin
Phone: 248-813-4361
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
30-Dec-2005 14:14:13 EST	

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2006	31-Jul-2007	USD	40,080.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	38,480.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	36,930.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212839 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	54,800.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,610.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,290.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,690.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,140.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22228389 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	31-Dec-2005	USD	44,330.00	1,000	PC

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 30-Dec-2005 14:14:13 EST

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2006	31-Dec-2006	USD	41,050.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	40,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	55,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	51,500.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	49,440.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	47,430.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	45,530.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

DELPHI

Energy & Chassis Systems

Page 4 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
30-Dec-2005 14:14:13 EST	

Item No.	Material No.	Plant
	Description	

Notes Continued

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
30-Dec-2005 14:14:13 EST	

Item No.	Material No. Description	Plant
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Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

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Energy & Chassis Systems

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Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
10-Mar-2006 02:56:16 EST	

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: Z23 Currency: USD

Due 2nd day of the third month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant
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00030	22208456 MR RTD CONTROLLER GMX222/272	H301 DELPHI E & C KETTERING
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Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010	22212835 MR RTD CONTROLLER GMX245	H301 DELPHI E & C KETTERING
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	48,400.00	1,000	PC

Purchasing Contact: Thomas, Melvin
Phone: 810-257-0830
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326**Requirements Contract**

PO Number	Date Issued
550056740	28-Jun-2004
Version	
10-Mar-2006 02:56:16 EST	

Item No.	Material No.	Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2006	31-Jul-2007	USD	40,080.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	38,480.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	36,930.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212839 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	54,800.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,610.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,290.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,690.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,140.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22228389 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	31-Dec-2005	USD	44,330.00	1,000	PC

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326**Requirements Contract**

PO Number	Date Issued
550056740	28-Jun-2004
Version	
10-Mar-2006 02:56:16 EST	

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2006	31-Dec-2006	USD	41,050.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	40,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	55,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	51,500.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	49,440.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	47,430.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	45,530.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
10-Mar-2006 02:56:16 EST	

Item No.	Material No. Description	Plant
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Notes Continued

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a

DELPHI

Energy & Chassis Systems

Page 5 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number
550056740

Date Issued
28-Jun-2004

Version
10-Mar-2006 02:56:16 EST

Item No.	Material No. Description	Plant
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Notes Continued:

decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

03/09/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

DELPHI

Energy & Chassis Systems

Page 1 of 5

Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Mar-2006 01:07:04 EST	

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant
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00030	22208456	H301 DELPHI E & C KETTERING
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MR RTD CONTROLLER GMX222/272

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010	22212835	H301 DELPHI E & C KETTERING
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MR RTD CONTROLLER GMX245

THIS AMENDMENT CHANGES ITEM
THIS AMENDMENT CHANGES PRICE
THIS AMENDMENT CHANGES VALIDITY

Purchasing Contact: Thomas, Melvin
Phone: 810-257-0830
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 5

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Mar-2006 01:07:04 EST	

Item No.	Material No. Description	Plant				
	Valid From	Valid To	Currency	Price	Price Unit	UOM
	01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
	01-Aug-2005	09-Mar-2006	USD	48,400.00	1,000	PC
	10-Mar-2006	30-Jun-2006	USD	48,510.00	1,000	PC
	01-Jul-2006	30-Jun-2007	USD	48,020.00	1,000	PC
	01-Jul-2007	30-Jun-2008	USD	47,060.00	1,000	PC
	01-Jul-2008	31-Dec-2009	USD	45,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212839 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	54,800.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,610.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,290.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,690.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,140.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 2222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22228389 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215
THIS AMENDMENT CHANGES ITEM

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Mar-2006 01:07:04 EST

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	31-Dec-2005	USD	44,330.00	1,000	PC
01-Jan-2006	31-Dec-2006	USD	41,050.00	1,000	PC
01-Jan-2007	31-Dec-2007	USD	40,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX215
THIS AMENDMENT CHANGES ITEM
THIS AMENDMENT CHANGES PRICE
THIS AMENDMENT CHANGES VALIDITY

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	16-Feb-2006	USD	55,510.00	1,000	PC
17-Feb-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMT265
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295
THIS AMENDMENT CHANGES ITEM
THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES PRICE AND VALIDITY

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	09-Mar-2006	USD	54,570.00	1,000	PC
10-Mar-2006	30-Jun-2007	USD	52,890.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	52,360.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	51,310.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	49,770.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295
THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Mar-2006 01:07:04 EST	

Item No.	Material No. Description	Plant
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Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Mar-2006 01:07:04 EST	

Item No.	Material No. Description	Plant
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Notes Continued:

decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

03/09/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/13/06 - Alteration to extend and change price and price validity of Requirements Contract on Material No 22235065 (Item 80). Alteration to change payment terms from Z23 (Due 2nd day of third month) to ZMN2 (Payment settled on the 2nd, 2nd month). Alteration to change price and price validity on Material Nos 22212835 (Item 10), 22228390 (Item 70). cap

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Energy & Chassis Systems

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Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI ENERGY & CHASSIS DIV
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Jan-2007 15:44:51	

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant
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00030	22208456 MR RTD CONTROLLER GMX222/272	H301 DELPHI E & C KETTERING
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Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010	22212835 MR RTD CONTROLLER GMX245	H301 DELPHI E & C KETTERING
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Purchasing Contact: Thompson, Jane
Phone: 937-455-9120
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FERRER DRIVE,
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Jan-2007 15:44:51

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	09-Mar-2006	USD	48,400.00	1,000	PC
10-Mar-2006	30-Jun-2006	USD	48,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,020.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	47,060.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	45,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212839 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	54,800.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,610.00	1,000	PC
01-Aug-2006	16-Jan-2007	USD	44,290.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22228389 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326**Requirements Contract**

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Jan-2007 15:44:51	

Item No.	Material No.	Plant
	Description	

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	31-Dec-2005	USD	44,330.00	1,000	PC
01-Jan-2006	31-Dec-2006	USD	41,050.00	1,000	PC
01-Jan-2007	16-Jan-2007	USD	40,480.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	16-Feb-2006	USD	55,510.00	1,000	PC
17-Feb-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	09-Mar-2006	USD	54,570.00	1,000	PC
10-Mar-2006	30-Jun-2007	USD	52,890.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	52,360.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	51,310.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	49,770.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 16-Jan-2007 15:44:51

Item No.	Material No.	Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
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This Requirement Contract is for 100% unless otherwise specified.

00130 22240521 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	31-Dec-2007	USD	63,120.00	1,000	PC
01-Jan-2008	31-Dec-2008	USD	61,250.00	1,000	PC
01-Jan-2009	31-Dec-2009	USD	59,450.00	1,000	PC
01-Jan-2010	31-Dec-2010	USD	57,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 H301 DELPHI E & C KETTERING

BI-STATE RTD CONTROLLER GMT900

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22242107 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMT265

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242108 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX222/272

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX245

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Jan-2007 15:44:51	

Item No.	Material No. Description	Plant
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*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
16-Jan-2007 15:44:51	

Item No.	Material No. Description	Plant
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Notes Continued

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number
550056740

Date Issued
28-Jun-2004

Version
16-Jan-2007 15:44:51

Item No.	Material No. Description	Plant
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Notes Continued:

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

03/09/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/13/06 - Alteration to extend and change price and price validity of Requirements Contract on Material No 22235065 (Item 80). Alteration to change payment terms from Z23 (Due 2nd day of third month) to ZMN2 (Payment settled on the 2nd, 2nd month). Alteration to change price and price validity on Material Nos 22212835 (Item 10), 22228390 (Item 70). cap

01/16/07 - Alteration to delete Material Nos. 22212839 (Item 20), 22228389 (Item 50), and add 22242107 (Item 110), 22242108 (Item 120), 22240521 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw

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Energy & Chassis Systems

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Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI ENERGY & CHASSIS DIV
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
12-Sep-2007 09:28:10	

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant																																										
00030	22208456 MR RTD CONTROLLER GMX222/272 ***THIS AMENDMENT RE-OPENS ITEM***	H301 DELPHI E & C KETTERING																																										
	<table><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr><tr><td>21-May-2005</td><td>13-Jun-2005</td><td>USD</td><td>54,290.00</td><td>1,000</td><td>PC</td></tr><tr><td>14-Jun-2005</td><td>31-Dec-2005</td><td>USD</td><td>59,630.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Jan-2006</td><td>30-Jun-2006</td><td>USD</td><td>57,750.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Jul-2006</td><td>30-Jun-2007</td><td>USD</td><td>55,960.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Jul-2007</td><td>30-Jun-2008</td><td>USD</td><td>53,950.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Jul-2008</td><td>31-Dec-2009</td><td>USD</td><td>52,000.00</td><td>1,000</td><td>PC</td></tr></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC	14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC	01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC	01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC	01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC	01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC	
Valid From	Valid To	Currency	Price	Price Unit	UOM																																							
21-May-2005	13-Jun-2005	USD	54,290.00	1,000	PC																																							
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC																																							
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC																																							
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC																																							
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC																																							
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC																																							
This Requirement Contract is for 100% unless otherwise specified.																																												
00010	22212835 MR RTD CONTROLLER GMX245	H301 DELPHI E & C KETTERING																																										

Purchasing Contact: Thompson, Jane
Phone: 937-455-9120
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FERRER DRIVE,
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 12-Sep-2007 09:28:10

Item No.	Material No.	Plant
Description		

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2004	31-Jul-2005	USD	50,650.00	1,000	PC
01-Aug-2005	09-Mar-2006	USD	48,400.00	1,000	PC
10-Mar-2006	30-Jun-2006	USD	48,510.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,020.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	47,060.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	45,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 2222971 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	44,330.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 H301 DELPHI E & C KETTERING
BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
21-May-2005	13-Jun-2005	USD	59,200.00	1,000	PC
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22228390 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMX215

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	16-Feb-2006	USD	55,510.00	1,000	PC
17-Feb-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 H301 DELPHI E & C KETTERING
MR RTD CONTROLLER GMT265

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 12-Sep-2007 09:28:10

Item No.	Material No. Description	Plant
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THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22235065 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
07-Sep-2005	09-Mar-2006	USD	54,570.00	1,000	PC
10-Mar-2006	30-Jun-2007	USD	52,890.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	52,360.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	51,310.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	49,770.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 22240521 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	31-Dec-2007	USD	63,120.00	1,000	PC
01-Jan-2008	31-Dec-2008	USD	61,250.00	1,000	PC
01-Jan-2009	31-Dec-2009	USD	59,450.00	1,000	PC
01-Jan-2010	31-Dec-2010	USD	57,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 H301 DELPHI E & C KETTERING

BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC

DELPHI

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550056740 Date Issued 28-Jun-2004
Version 12-Sep-2007 09:28:10

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
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01-Jul-2009 31-Dec-2010 USD 50,760.00 1,000 PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22242107 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMT265

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242108 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX222/272

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 H301 DELPHI E & C KETTERING

MR RTD CONTROLLER GMX245

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
12-Sep-2007 09:28:10	

Item No.	Material No. Description	Plant
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Notes Continued:

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550056740	28-Jun-2004
Version	
12-Sep-2007 09:28:10	

Item No.	Material No. Description	Plant
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Notes Continued

date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other Terms and Conditions of June 16, LTC remain in effect.

12/14/04 - Alteration to change buyer code from (098) M. Shields to (130) M. Thomas. cap

05/23/05 - Alteration to add Material 22208456 (Item 30), 22222971 (Item 40), and 22228389 (Item 50).

05/24/05 - Alteration to add Material 22228307 (Item 60). dmp

06/30/05 - Alteration to change the payment terms from ZMN2 (Payment settled on the 2nd, 2nd month) to Z23 (Due 2nd day of third month), change price and price validity on Material 22208456 (Item 30), 22222971 (Item 40), and 22228307 (Item 60), and add Material 22228390 (Item 70). dmp

09/19/05 - Alteration to add Material 22235065 (Item 80). dmp

03/09/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/13/06 - Alteration to extend and change price and price validity of Requirements Contract on Material No 22235065 (Item 80). Alteration to change payment terms from Z23 (Due 2nd day of third month) to ZMN2 (Payment settled on the 2nd, 2nd month). Alteration to change price and price validity on Material Nos 22212835 (Item 10), 22228390 (Item 70). cap

01/16/07 - Alteration to delete Material Nos. 22212839 (Item 20), 22228389 (Item 50), and add 22242107 (Item 110), 22242108 (Item 120), 22240521 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw

09/11/07 - Alteration to delete Material 22212835 (Item 10), 22208456 (Item 30), 22222971 (Item 40), 22228307 (Item 60), 22228390 (Item 70), 22235065 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22242107 (Item 110), 22242108 (Item 120), 22240521 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp

09/12/07 - Alteration to re-open Material 22212835 (Item 10), 22208456 (Item 30), 22222971 (Item 40), 22228307 (Item 60), 22228390 (Item 70), 22235065 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22242107 (Item 110), 22242108 (Item 120), 22240521 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp

DELPHI

Energy & Chassis Systems

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Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
09-Mar-2006 01:11:13 EST	

Please deliver to:

See Delivery Schedule

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: Z23 Currency: USD

Due 2nd day of the third month

Incoterms: FOB- Freight Collect

Item No.	Material No. Description	Plant
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00030	22208456 MR RTD CONTROLLER GMX222/272 Pass-By (DSO) GMX272 ECU	HP01 DELPHI E & C PASS BY SALES
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020	22212835 MR RTD CONTROLLER GMX245	HP01 DELPHI E & C PASS BY SALES
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	50,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	48,510.00	1,000	PC

Purchasing Contact: Thomas, Melvin
Phone: 810-257-0830
Fax: 248-813-4588

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
09-Mar-2006 01:11:13 EST	

Item No.	Material No. Description	Plant
	Valid From	Valid To
	01-Aug-2006	31-Jul-2007
	01-Aug-2007	31-Jul-2008
	01-Aug-2008	31-Jul-2009
	Currency	Price
	USD	40,190.00
	USD	38,590.00
	USD	37,040.00
	Price Unit	UOM
	1,000	PC
	1,000	PC
	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 22212839 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	55,080.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,890.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22222971 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

Pass-By (DSO) GMX265 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	13-Jun-2005	USD	44,080.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22228389 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

Pass-By (DSO) GMX215 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	30-Jun-2006	USD	41,500.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	39,860.00	1,000	PC

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 09-Mar-2006 01:11:13 EST

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2007	30-Jun-2008	USD	38,260.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	36,710.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,040.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22235065 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Jul-2005	USD	56,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT ADDS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
09-Mar-2006 01:11:13 EST	

Item No.	Material No. Description	Plant
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Notes Continued:

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a

DELPHI

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
09-Mar-2006 01:11:13 EST	

Item No.	Material No. Description	Plant
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Notes Continued:

decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

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Energy & Chassis Systems

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Buyer:

DELPHI
ENERGY & CHASSIS SYSTEMS
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
23-Mar-2006 01:07:19 EST	

Please deliver to:

See Delivery Schedule

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No.	Plant
Description		

00030 22208456 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMX222/272

Pass-By (DSO) GMX272 ECU

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020 22212835 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMX245

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	50,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	48,510.00	1,000	PC

Purchasing Contact: Thomas, Melvin

Phone: 810-257-0830

Fax: 248-813-4588

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 23-Mar-2006 01:07:19 EST

Item No.	Material No.	Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2006	31-Jul-2007	USD	40,190.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	38,590.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	37,040.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 22212839 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	55,080.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,890.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 22222971 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMT265

THIS AMENDMENT CHANGES ITEM

Pass-By (DSO) GMX265 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	13-Jun-2005	USD	44,080.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	53,550.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,480.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,490.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 HP01 DELPHI E & C PASS BY SALES

BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22228389 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMX215

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	30-Jun-2006	USD	41,500.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	39,860.00	1,000	PC

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 23-Mar-2006 01:07:19 EST

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jul-2007	30-Jun-2008	USD	38,260.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	36,710.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,040.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22235065 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Jul-2005	USD	56,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	31-Jul-2007	USD	44,570.00	1,000	PC
01-Aug-2007	31-Jul-2008	USD	42,970.00	1,000	PC
01-Aug-2008	31-Jul-2009	USD	41,420.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT CHANGES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
23-Mar-2006 01:07:19 EST	

Item No.	Material No. Description	Plant
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Notes: Continued

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a

DELPHI

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number

550059168

Date Issued

01-Sep-2004

Version

23-Mar-2006 01:07:19 EST

Item No.	Material No. Description	Plant
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Notes Continued:

decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/22/06 - Alteration to change payment terms from (Z23) 2nd day, 3 month to (ZMN2) Settled 2nd, 2nd month.

Payment terms are MNS-2. Imw

DELPHI

Energy & Chassis Systems

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Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI ENERGY & CHASSIS DIV
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
11-Jan-2007 11:13:30	

Please deliver to:
See Delivery Schedule

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant
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00030	22208456 MR RTD CONTROLLER GMX222/272 Pass-By (DSO) GMX272 ECU	HP01 DELPHI E & C PASS BY SALES
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00020	22212835 MR RTD CONTROLLER GMX245	HP01 DELPHI E & C PASS BY SALES
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Purchasing Contact: Thompson, Jane
Phone: 937-455-9120
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FERRER DRIVE,
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326**Requirements Contract**

PO Number	Date Issued
550059168	01-Sep-2004
Version	
11-Jan-2007 11:13:30	

Item No.	Material No.	Description	Plant
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*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	50,760.00	1,000	PC
01-Aug-2005	11-Jan-2007	USD	48,510.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00010 22212839 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Aug-2004	31-Jul-2005	USD	55,080.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	52,890.00	1,000	PC
01-Aug-2006	11-Jan-2007	USD	44,570.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00050 2222971 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

*** ITEM DELETED ***

Pass-By (DSO) GMX265 ECU

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	13-Jun-2005	USD	44,080.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	57,590.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	55,710.00	1,000	PC
01-Jul-2006	11-Jan-2007	USD	53,550.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060 22228307 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00040 22228389 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2005	30-Jun-2006	USD	41,500.00	1,000	PC
01-Jul-2006	11-Jan-2007	USD	39,860.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326**Requirements Contract**PO Number
550059168
Version
11-Jan-2007 11:13:30
Date Issued
01-Sep-2004

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00070 22235065 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

*** ITEM DELETED ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Jul-2005	USD	56,760.00	1,000	PC
01-Aug-2005	31-Jul-2006	USD	54,570.00	1,000	PC
01-Aug-2006	11-Jan-2007	USD	44,570.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22240521 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	31-Dec-2007	USD	63,120.00	1,000	PC
01-Jan-2008	31-Dec-2008	USD	61,250.00	1,000	PC

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 11-Jan-2007 11:13:30

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2009	31-Dec-2009	USD	59,450.00	1,000	PC
01-Jan-2010	31-Dec-2010	USD	57,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242107 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 22242108 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX222/272

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX245

*** THIS AMENDMENT ADDS ITEM ***

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract

PO Number

550059168

Version

11-Jan-2007 11:13:30

Date Issued

01-Sep-2004

Item No.	Material No. Description	Plant
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Notes

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such

SIEMENS VDO AUTOMOTIVE CORP
 2400 EXECUTIVE HILLS DR
 AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
11-Jan-2007 11:13:30	

Item No.	Material No. Description	Plant
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Notes Continued:

Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

SIEMENS VDO AUTOMOTIVE CORP
2400 EXECUTIVE HILLS DR
AUBURN HILLS MI 48326

Requirements Contract	
PO Number	Date Issued
550059168	01-Sep-2004
Version	
11-Jan-2007 11:13:30	

Item No.	Material No. Description	Plant
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Notes/Continued
03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp
03/22/06 - Alteration to change payment terms from (Z23) 2nd day, 3 month to (ZMN2) Settled 2nd, 2nd month. Payment terms are MNS-2. Imw
12/14/06 - Alteration to add Material No. 22240521 (Item 110). jtw
01/11/07 - Alteration to delete Material Nos. 22212839 (Item 10), 22212835 (Item 20), 22228389 (Item 40), 22222971 (Item 50) and 22235065 (Item 70); and add Material Nos. 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw

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Energy & Chassis Systems

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Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI ENERGY & CHASSIS DIV
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
10-Sep-2007 13:28:47	

Please deliver to:
See Delivery Schedule

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No.	Description	Plant																																				
00030	22208456	MR RTD CONTROLLER GMX222/272	HP01 DELPHI E & C PASS BY SALES																																				
		Pass-By (DSO) GMX272 ECU																																					
		THIS AMENDMENT DELETES ITEM																																					
		<table><thead><tr><th>Valid From</th><th>Valid To</th><th>Currency</th><th>Price</th><th>Price Unit</th><th>UOM</th></tr></thead><tbody><tr><td>01-Dec-2004</td><td>13-Jun-2005</td><td>USD</td><td>45,710.00</td><td>1,000</td><td>PC</td></tr><tr><td>14-Jun-2005</td><td>31-Dec-2005</td><td>USD</td><td>59,630.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Jan-2006</td><td>30-Jun-2006</td><td>USD</td><td>57,750.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Jul-2006</td><td>30-Jun-2007</td><td>USD</td><td>55,960.00</td><td>1,000</td><td>PC</td></tr><tr><td>01-Jul-2007</td><td>09-Sep-2007</td><td>USD</td><td>53,950.00</td><td>1,000</td><td>PC</td></tr></tbody></table>	Valid From	Valid To	Currency	Price	Price Unit	UOM	01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC	14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC	01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC	01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC	01-Jul-2007	09-Sep-2007	USD	53,950.00	1,000	PC	
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01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC																																		
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01-Jul-2007	09-Sep-2007	USD	53,950.00	1,000	PC																																		
		This Requirement Contract is for 100% unless otherwise specified.																																					
00060	22228307	BI-STATE RTD CONTROLLER GMT900	HP01 DELPHI E & C PASS BY SALES																																				
		THIS AMENDMENT DELETES ITEM																																					

Purchasing Contact: Thompson, Jane
Phone: 937-455-9120
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FERRER DRIVE,
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 10-Sep-2007 13:28:47

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	53,880.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 22228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	46,870.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	51,700.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	56,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22240521 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	09-Sep-2007	USD	63,120.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT DELETES ITEM

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
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Version	
10-Sep-2007 13:28:47	

Item No.	Material No. Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	53,880.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242107 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMT265

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	51,700.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 22242108 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMX222/272

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	53,950.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 HP01 DELPHI E & C PASS BY SALES

MR RTD CONTROLLER GMX245

THIS AMENDMENT DELETES ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	09-Sep-2007	USD	46,870.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
10-Sep-2007 13:28:47	

Item No.	Material No.	Plant
Description		

Notes Continued:

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements . If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

DELPHI

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
10-Sep-2007 13:28:47	

Item No.	Material No. Description	Plant
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Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/22/06 - Alteration to change payment terms from (Z23) 2nd day, 3 month to (ZMN2) Settled 2nd, 2nd month.

Payment terms are MNS-2. 1mw

12/14/06 - Alteration to add Material No. 22240521 (Item 110). jtw

01/11/07 - Alteration to delete Material Nos. 22212839 (Item 10), 22212835 (Item 20), 22228389 (Item 40), 22222971 (Item 50) and 22235065 (Item 70); and add Material Nos. 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw

09/10/07 - Alteration to delete Material 22208456 (Item 30), 22228307 (Item 60), 22228390 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22240521 (Item 110), 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp

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Energy & Chassis Systems

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Buyer:

DELPHI AUTOMOTIVE SYSTEMS LLC
DELPHI ENERGY & CHASSIS DIV
5820 DELPHI DR
TROY MI 48098

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
12-Sep-2007 09:59:29	

Please deliver to:

See Delivery Schedule

SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Vendor No: 1004346
DUNS No: 197125875

Payment Terms: ZMN2 **Currency:** USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant
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00030	22208456	HP01 DELPHI E & C PASS BY SALES
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MR RTD CONTROLLER GMX222/272
Pass-By (DSO) GMX272 ECU
THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Dec-2004	13-Jun-2005	USD	45,710.00	1,000	PC
14-Jun-2005	31-Dec-2005	USD	59,630.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	57,750.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00060	22228307	HP01 DELPHI E & C PASS BY SALES
	BI-STATE RTD CONTROLLER GMT900	

Purchasing Contact: Thompson, Jane
Phone: 937-455-9120
Fax: 937-455-9133

Contact Address:
DELPHI ENERGY & CHASSIS SYSTEMS
2000 FERRER DRIVE,
KETTERING OH 45420

DELPHI

Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number 550059168 Date Issued 01-Sep-2004
Version 12-Sep-2007 09:59:29

Item No.	Material No. Description	Plant
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THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	30-Jun-2006	USD	56,260.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00080 2228390 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX215

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
14-Jun-2005	31-Dec-2005	USD	52,730.00	1,000	PC
01-Jan-2006	30-Jun-2006	USD	50,850.00	1,000	PC
01-Jul-2006	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00090 22234230 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Mar-2006	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00100 22237698 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
24-Feb-2006	30-Jun-2007	USD	57,150.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	56,000.00	1,000	PC
01-Jul-2008	31-Dec-2009	USD	54,900.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00110 22240521 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX295

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	31-Dec-2007	USD	63,120.00	1,000	PC

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
12-Sep-2007 09:59:29	

Item No.	Material No.	Description	Plant
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Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2008	31-Dec-2008	USD	61,250.00	1,000	PC
01-Jan-2009	31-Dec-2009	USD	59,450.00	1,000	PC
01-Jan-2010	31-Dec-2010	USD	57,650.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00140 22241128 HP01 DELPHI E & C PASS BY SALES
BI-STATE RTD CONTROLLER GMT900

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,520.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,880.00	1,000	PC
01-Jul-2008	30-Jun-2009	USD	52,300.00	1,000	PC
01-Jul-2009	31-Dec-2010	USD	50,760.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00120 22242107 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMT265

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	53,770.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	51,700.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	49,710.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00130 22242108 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX222/272

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	55,960.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	53,950.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	52,000.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

00150 22243436 HP01 DELPHI E & C PASS BY SALES
MR RTD CONTROLLER GMX245

THIS AMENDMENT RE-OPENS ITEM

Valid From	Valid To	Currency	Price	Price Unit	UOM
01-Jan-2007	30-Jun-2007	USD	48,840.00	1,000	PC
01-Jul-2007	30-Jun-2008	USD	46,870.00	1,000	PC
01-Jul-2008	31-Dec-2010	USD	44,970.00	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
12-Sep-2007 09:59:29	

Item No.	Material No. Description	Plant
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Notes:

This Contract replaces previous contract # 550050445.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433 or 810-341-0096. Failure to follow these instructions could result in a charge back to your company.

Seller acknowledges and agrees that Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions and Delphi Customer Specific Requirements are available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions and Delphi Customer Specific Requirements. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions and Delphi Customer Specific Requirements in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions and Delphi Customer Specific Requirements) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

"Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer."

"Right to Purchase from Others

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
12-Sep-2007 09:59:29	

Item No.	Material No. Description	Plant
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Notes Continued

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following 12 months from contract issuance date Seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract."

Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until 12 months from contract issuance date.

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This agreement reflects the latest part numbers, pricing and timing for Suspension ECUs described in the existing Long Term Contract (LTC) executed by buyer and seller as of June 16, 2000. All other terms and conditions of June 16, LTC remain in effect. This Scheduling Agreement replaces Scheduling Agreement 550050445.

12/10/04 - Alteration to change the buyer from (098) Mike Shields to (130) Mel Thomas and add Material 22208456 (Item 30). dmp

01/20/05 - Alteration to add Material 22228389 (Item 40) and 22222971 (Item 50). dmp

06/20/05 - Alteration to add Material 22228307 (Item 60). dmp

06/22/05 - Alteration to extend, change price and price validity on Material No 22208456 (Item 30), 22222971 (Item 40), and to add Material Nos 22235065 (Item 70), 22228390 (Item 80). cap

06/30/05 - Alteration to change price and price validity on Material 22208456 (Item 30), 22222971 (Item 50), Material 22228307 (Item 60), and 22228390 (Item 80) and change the payment terms from ZMN2 (Payment settled on 2nd, 2nd month) to Z23 (Due 2nd day of the third month). dmp

03/08/06 - Alteration to add Material 22234230 (Item 90) and 22237698 (Item 100). dmp

03/22/06 - Alteration to change payment terms from (Z23) 2nd day, 3 month to (ZMN2) Settled 2nd, 2nd month.

Payment terms are MNS-2. lmw

12/14/06 - Alteration to add Material No. 22240521 (Item 110). jtw

01/11/07 - Alteration to delete Material Nos. 22212839 (Item 10), 22212835 (Item 20), 22228389 (Item 40), 22222971 (Item 50) and 22235065 (Item 70); and add Material Nos. 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). jtw

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Energy & Chassis Systems

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SIEMENS VDO AUTOMOTIVE CORPORATION
2400 EXECUTIVE HILLS BLVD
AUBURN HILLS MI 48326

Requirements Contract

PO Number	Date Issued
550059168	01-Sep-2004
Version	
12-Sep-2007 09:59:29	

Item No.	Material No. Description	Plant
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Notes Continued:

09/10/07 - Alteration to delete Material 22208456 (Item 30), 22228307 (Item 60), 22228390 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22240521 (Item 110), 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp

09/12/07 - Alteration to re-open Material 22208456 (Item 30), 22228307 (Item 60), 22228390 (Item 80), 22234230 (Item 90), 22237698 (Item 100), 22240521 (Item 110), 22242107 (Item 120), 22242108 (Item 130), 22241128 (Item 140), and 22243436 (Item 150). dmp